Integrated Tax Revenue System

ACCEPTANCE DATE: September 22, 2022, Prior to 4:00 p.m., “Atomic” Time

RFP NUMBER: RFQ 539782

ACCEPTANCE PLACE: Department of Finance and Procurement
Division of Procurement
1 Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Procurement should be directed to:

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This document can be downloaded from our website:
www.loudoun.gov/Procurement

Issue Date: August 8, 2022

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THE PURCHASING AGENT ABOVE AS SOON AS POSSIBLE.
## REQUEST FOR PROPOSAL

### INTEGRATED TAX REVENUE SYSTEM

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Prepared By: /Sandra A. Lineberry, CPPB Date: 8/8/2022

Sandra A. Lineberry  
Contracting Officer
INTEGRATED TAX REVENUE SYSTEM

SECTION 1. PURPOSE

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (“County”) Offices of the Treasurer and Commissioner of the Revenue to obtain software and services to replace the County’s current Integrated Tax Revenue (“ITR”) system. The selected vendor will provide, implement, and maintain a best-of-breed, Commercial-off-the-Shelf (COTS), preferably cloud-based ITR System (“System”) that provides an integrated, user-friendly, digital taxpayer experience and satisfactorily enables key revenue generating capabilities for the County.

1.1 Project Objectives and Benefits

The County will select the most appropriate vendor to implement a new Integrated Tax and Revenue System to help the County meet its strategic objectives and achieve key benefits, including but not limited to:

1. Move to a Modernized Platform – Provide a configurable, flexible, modularized and usability-driven platform that improves user efficiency, is easier to modify, enables enhanced identity access management, and provides a relatively lower cost of ownership to what the County currently utilizes.

2. Leverage a Cloud Solution – Loudoun County strives to implement a “cloud-first” technology strategy for the organization to be in alignment with the County’s IT strategic direction.

3. Secure and Integrated Access – The system’s user interface will provide authorized users with integrated access to all modules, data, and services relevant to their user group. Similarly, it must allow system administrators to restrict data access and transaction execution based on user role.

4. Improved Citizen Access – Enable electronic access to citizens through key functionality and self-service options, which will allow citizens to do such things as view copies of property tax bills or correspondence reminders, view and account summary, update property characteristics or personal information such as address and contact numbers, and make online property tax payments.

5. Enhanced Business Workflow – Deliver user friendly and intuitive business process workflows that align to Loudoun County’s unique business requirements and enable users to manage and review work items, improving overall efficiencies for County staff.

6. Stable Integration Points – Improve integration and exchange of information with County systems and departments, as well as with key external “customers” such as title companies, providing overall improved operational efficiencies.

SECTION 2. COMPETITION INTENDED

It is the County’s intent that this RFP permit competition. It shall be the Offeror’s responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by
the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

SECTION 3. OFFEROR’S MINIMUM QUALIFICATIONS

Offerors must demonstrate they have the resources, experience and capability to provide the materials and services as described herein. All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and rejected.

The following criteria shall be met in order to be eligible for this contract:

- The Offeror must have been in business and operating at least five (5) years.
- The Offeror must have at least three (3) government clients utilizing the proposed solution that are of equal or larger size and complexity to Loudoun County.
- The proposed Project Manager must have completed two (2) full lifecycle implementations with the Offeror in the past seven (7) years.

SECTION 4. SCHEDULE OF EVENTS

4.1 Milestone Schedule

Offerors should expect to follow the Loudoun County milestone schedule defined below. The County reserves the right to modify as necessary.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>August 8, 2022</td>
</tr>
<tr>
<td>Q&amp;A Period Ends</td>
<td>August 31, 2022</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>September 22, 2022</td>
</tr>
<tr>
<td>Proposal Evaluation Begins</td>
<td>September 27, 2022</td>
</tr>
<tr>
<td>Shortlist Firms</td>
<td>October 14, 2022</td>
</tr>
<tr>
<td>Interviews and demonstrations</td>
<td>October 24-November 4, 2022</td>
</tr>
<tr>
<td>Negotiations</td>
<td>November 2022</td>
</tr>
<tr>
<td>Formal Contract Award</td>
<td>December 2022</td>
</tr>
</tbody>
</table>

4.2 Project Implementation Timeline

The County anticipates awarding the project to the selected Offeror as shown in the Schedule above.

The County will consider either a single ‘Go Live’ or a phased implementation in order to reduce the risk and complexity of the implementation based on best practices and experience, as recommended by the Offeror. The County’s preferred Go Live dates are either July 1 or January 1, however is open to alternative suggestions and approaches minimizing impact to County operations.
For the purpose of planning, Offeror’s should take into consideration critical dates impacting annual Loudoun County operations found in Appendix I:

SECTION 5. BACKGROUND INFORMATION

Loudoun County, founded in 1757, is located in Northern Virginia and is the third most populous county in the Commonwealth of Virginia. Loudoun County is a growing, dynamic county of approximately 421,000 people with a land area of 520 square miles. The County is known for its beautiful scenery, rich history, comfortable neighborhoods, and high-quality public services. The County’s mission is to conscientiously serve their community and citizens in a dynamic world; to protect and enhance the general health, safety, and well-being; to attract and nurture talented people in a work environment that will inspire us to serve the public with integrity, creativity, high standards, and respect; to make the most of our resources; to create, foster, and maintain the best possible quality of life; to invest in tomorrow.

The legacy ITR system is an on premises solution. New system demands are growing to provide advanced technology and transparency, streamlined and simplified processes, workflow and task management capabilities, and a simple, intuitive customer experience for residents and taxpayers. The County has developed requirements for this System replacement as contained hererin, including:

- Functional Requirements (Appendix A)
- Non-Functional Requirements (Appendix B)
- A Business Capability Model (Appendix C)

5.1 Primary Internal Stakeholders

The **Loudoun County Treasurer's Office** is responsible for the billing and collecting of taxes and license fee(s); and the investing, safeguarding, and disbursing of all county revenue. As a constitutional office, the department administers tax regulations in accordance with the Code of Virginia and the Codified Ordinances of Loudoun County. The Treasurer's Office is dedicated to serving residents, the commercial sector, the Board of Supervisors and other government agencies by disseminating personal and real property tax information in a professional and efficient manner.

The **Commissioner of the Revenue** is one of Loudoun’s five constitutional officers. Specifically established by the Constitution of Virginia, these local officers are elected by the citizens of Loudoun County. As the chief tax assessing officer, the Commissioner’s primary duty under the Code of Virginia § 58.1-3103 is to ascertain and assess, at fair market value, all items subject to taxation by the County. The Commissioner of the Revenue’s Office administers individual and business property taxes, business licenses, and a tax relief program and provides state income tax filing assistance.
SECTION 6. SCOPE OF SERVICES

6.1 Scope of Services

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors must be able to provide software and services that satisfy the requirements in the entire RFP, including all appendices and attachments:

6.2 Scope Overview

<table>
<thead>
<tr>
<th>Scope Area</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Metrics</td>
<td>▪ Population: 420,959</td>
</tr>
<tr>
<td></td>
<td>▪ Total Tax Revenue: $1,907,900,400</td>
</tr>
<tr>
<td></td>
<td>▪ Total Number of Parcels: 146,145</td>
</tr>
<tr>
<td></td>
<td>▪ Total Value of Properties: $124.6 Billion</td>
</tr>
<tr>
<td></td>
<td>▪ Number of Taxpayers (individuals): 206,635</td>
</tr>
<tr>
<td></td>
<td>▪ Number of Taxpayers (businesses): 27,324</td>
</tr>
</tbody>
</table>

6.1 Project Schedule

A kick off meeting shall be held within ten (10) business days after Contract execution. Within ten (10) business days of the kick off meeting, the Contractor shall provide the County a detailed project schedule that sets forth the various project phases, tasks, and milestones with definitive starting and completion dates. In addition, the Project Manager will be responsible for providing weekly updates for approval by the County.

6.2 Training

The Contractor shall provide the necessary on-site training for system administrators, train-the-trainer staff, and other staff as necessary. This shall include providing appropriate testing environments.

6.3 Documentation

The Contractor shall provide documentation during the implementation for each component of the New System.

6.4 Software Escrow

Prior to Final Acceptance of any system software component, the Contractor agrees to deposit with an agreed upon Escrow Agent a complete Escrow Copy of the final code for any accepted system component. The “Escrow Copy” for purposes of this paragraph will be the source code from which County’s executable copy of the software was created. In addition, from time to time thereafter, the Contractor will deposit with the Escrow Agent updated copies of
the Escrow Copy including revisions and improvements so that at all times the Escrow Copy will functionally correspond with the software in use by the County.

6.5 **Right to audit**

The County reserves the right to audit the security of the Contractor’s technology solutions, at the County’s expense.

6.6 **Warranties**

The following requirements are applicable to all maintenance and repair services supplied by the Contractor or respective subcontractors, both under and outside of warranty.

1. The Contractor shall warrant that all hardware and software supplied by the Contractor and the integration thereof will be free from defects in material, design, and workmanship for the warranty and maintenance period purchased.

2. The Contractor shall provide a minimum one (1) year warranty period from the date of final Solution acceptance. The Contractor shall warrant that all hardware and software supplied will be free from defects in material, design, and workmanship for the warranty period and any extended warranty or maintenance period purchased. This warranty shall cover all parts, labor, and travel related to all the hardware and software supplied under the Contract.

3. The Contractor shall provide a detailed description of the offered warranty and any available extended warranty. This description shall include a description of hardware and software support services and system upgrades to be provided. Names, addresses, telephone numbers and contact person for all service facilities shall be identified in the proposal. The Contractor or its subcontractors shall have the ability to access the New System remotely for troubleshooting and to perform system diagnostics.

4. For all critical system problems, major system failures or critical priority software errors reported, the Contractor shall provide an immediate response to the incident, and shall initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any critical system problem, major system failure or critical priority software error, Contractor personnel shall be either on-site or logged into the New System to analyze the cause of the problem and to effect corrective action. Equipment or components required on-site for emergency maintenance shall be specified and provided.
5. Any hardware procured for this New System through the Contractor will require hardware support in the same manner as the software support described in this section.

6. In all instances of a critical system problem, major system failure or critical priority software error, whether hardware or software related, the Contractor, and/or the provided network support partner, shall effect corrective action within four (4) hours of problem reporting or escalate the problem to their senior support staff for their immediate resolution at no added cost to the County.

7. The Contractor shall provide documentation of repair escalation policies and procedures to be followed if either a hardware or software problem is not responded to or resolved within the timeframes referenced above. The Contractor shall provide the names and contact information for managers and senior level managers listed in the escalation procedure.

8. The Contractor shall warrant that all hardware and software supplied will be operational and available 99.9 percent of the time during the warranty period or the warranty period will be extended on a day-for-day basis for each day the New System performance falls below this level.

9. The Contractor shall provide a detailed statement of warranty exclusions. The County reserves the right to reject any proposal based upon stated exclusion of warranties.

10. The County reserves the right to accept or reject any and all proposed services, vendors, or providers, and/or the use of any proposed service facilities, at the sole discretion of the County.

6.7 Production Support Provisions

The following requirements are applicable to all maintenance and repair services supplied by the Contractor or respective subcontractors, both under and outside of warranty.

1. The Contractor shall provide a five (5) year Production Support plan to commence at the expiration of the warranty or, if purchased, after the extended warranty period. This maintenance plan shall cover all labor and travel related to all the software supplied under the Contract, and provide financial rebates to the County if the terms of the agreement are not met.

2. During the Production Support period, the Contractor shall provide support services eight (8) hours a day, five (5) days a week. The Contractor shall have the ability to remotely access the New System via system access
methodology, supplied with the system, to troubleshoot and perform system diagnostics.

3. For all critical system problems reported, the Contractor shall provide an _immediate_ response, and shall initiate corrective action no longer than thirty (30) minutes from time of notification. Within two (2) hours of any major failure reported, if the problem has not been corrected, Contractor personnel shall be on-site or logged into the system to analyze the cause of the problem and to effect corrective action.

4. In all instances of a major system failure, the Contractor shall effect corrective action within four (4) hours of problem or escalate the problem to the next higher tier of support for immediate resolution at no added cost to the County.

5. The Contractor shall provide all labor, equipment, materials, and expenses necessary to ensure that the New System is in good operating condition for any period covered under the contract. All services provided shall be in conformance with the software vendor specifications. The Contractor shall provide software and other materials and expenses necessary to maintain the application software system in good operating condition, including upgrades, as part of the price for production support for those years in which the County has purchased production support from the Contractor.

6. Operating software updates for corrections, enhancements, and refinements to purchased capabilities shall be provided by the Contractor as part of the price for production support for those years in which the County has purchased production support from the Contractor.

7. The Contractor shall warrant that all software supplied under the contract will be operational and available 99.9 percent of the time during the Production Support period or the warranty period will be extended on a day-for-day basis for each day the New System performance falls below this level.

8. There shall be no system downtime for routine maintenance or system backups. The Contractor shall provide a detailed explanation of any required (scheduled) system processes that may require downtime.

9. The cost of production support shall be itemized in the price proposal. The County may purchase one (1) or more additional years of production support, and other specified ongoing services, on a year-by-year basis, or purchase a multi-year agreement.

10. The County reserves the right to accept or reject any and all proposed services, Contractors or providers, and/or the use of any proposed service facilities, at the sole discretion of the County.
6.8 **System Warranty and Production Support**

The first (1st) year of Production Support will be deemed “System Warranty” and shall be provided at no charge to the County.

The Contractor shall provide a fixed cost for production support fees for years two (2) through six (6) as provided in the pricing proposal herein. In addition, the Contractor shall provide a fixed percentage for increases for years thereafter but in no case shall any increase in any given year exceed ten percent (10%) from the previous year’s production support fees.

It is required that any selected Contractor maintain compliance with all State and Federal mandates, updates, and modifications related to the New System as part of the support they provide.

6.9 **Help Desk Support**

The Contractor shall provide system support (help desk operations) with dedicated staffing during normal business hours and shall be available for emergencies off hours at all times. Coverage should consist of technical support during the hours M-F from 8:30AM EST until 5:30PM EST, including County-observed holidays.

### SECTION 7. SYSTEM INTEGRATIONS

#### 7.1 System Targeted for Integration / Interface

This section provides additional information regarding the systems targeted for integration / Interface with the New System.

<table>
<thead>
<tr>
<th>System Name</th>
<th>Agency or Company</th>
<th>Description</th>
<th>Type</th>
<th>Frequency</th>
<th>Uni/Bi-Directional</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2</td>
<td>T2 Systems</td>
<td>Parking Ticket Management System</td>
<td>API</td>
<td>Weekdays</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>Lockbox Payments</td>
<td>Merkle</td>
<td>Lockbox payment files</td>
<td>Batch</td>
<td>Weekdays</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>IVR Payments</td>
<td>OPC</td>
<td>IVR payment file</td>
<td>Batch</td>
<td>Daily</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>Payment Portal</td>
<td>Sturgis</td>
<td>Website Ecredit/Echeck Payments</td>
<td>Batch</td>
<td>Daily</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>eBox</td>
<td>Wells Fargo</td>
<td>Process 3rd party bill payments</td>
<td>Batch</td>
<td>Weekdays</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>DMV Stops</td>
<td>Virginia DMV</td>
<td>Placing and Removing of DMV Stops</td>
<td>Batch</td>
<td>Weekdays</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>DSO Program</td>
<td>Virginia Debt Set off</td>
<td>Placing and Remove State Debt Setoff Claims</td>
<td>Batch</td>
<td>Weekdays</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------</td>
<td>--------------------------------------------</td>
<td>-------</td>
<td>----------</td>
<td>----------------</td>
</tr>
<tr>
<td>Chameleon</td>
<td>Loudoun County Animal Control</td>
<td>Provide Dog License/Rabies Certifications</td>
<td>View Table</td>
<td>Weekdays</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>LMIS</td>
<td>Loudoun County Building &amp; Development</td>
<td>Provide notice if delinquent taxes on parcel</td>
<td>View Table</td>
<td>Weekdays</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>Oracle EBS</td>
<td>Loudoun County Finance &amp; Budget</td>
<td>Receive refund check numbers issued for tax</td>
<td>File</td>
<td>Weekdays</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>Oracle EBS</td>
<td>Loudoun County Finance &amp; Budget</td>
<td>Receive information on cleared refund checks for tax</td>
<td>File</td>
<td>Weekdays</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>Valid Account File</td>
<td>PCI Server</td>
<td>Server job for creation of 3 various valid account file layouts specific to vendor</td>
<td>File</td>
<td>Daily/Weekday</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>Treasurer Document Management System</td>
<td>Laserfische</td>
<td>Ebill enrollment</td>
<td>Real Time</td>
<td>Daily</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>Oracle EBS</td>
<td>Loudoun County Finance &amp; Budget</td>
<td>GL Files to Finance &amp; Budget</td>
<td>File</td>
<td>DAILY</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>RE CAMA System</td>
<td>iasWorld Tyler</td>
<td>Real Estate CAMA system that maintains property data, assessment data, ownership/sales data, etc. This information is fed into the Tax Levy System. There are 3 main CAMA files: 1 for parcel data and addresses, 1 for ownership/transfer of sales, and 1 for different assessment values.</td>
<td>File</td>
<td>Weekly</td>
<td>Uni-Directional</td>
</tr>
<tr>
<td>Tax Filing Portal (Website)</td>
<td>Sturgis</td>
<td>Allows tax payers to create an account, complete a filing, change customer information (contact information, mailing address, etc.),</td>
<td>Batch</td>
<td>Daily</td>
<td>Bi-Directional</td>
</tr>
<tr>
<td>Service</td>
<td>Provider</td>
<td>Description</td>
<td>Frequency</td>
<td>Directional</td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>DMV Weekly Vehicle Update</td>
<td>Virginia DMV</td>
<td>DMV provides 3 weekly files to COR via FTP, that updates vehicle and customer information.</td>
<td>File Weekly</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>DMV Annual Vehicle Update</td>
<td>Virginia DMV</td>
<td>DMV provides multiple annual files to COR via FTP, that updates vehicle and customer information.</td>
<td>File Annual</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>DMV DGIF Boat</td>
<td>Virginia DMV</td>
<td>DMV provides 2 files to COR via FTP, that updates boat and customer information.</td>
<td>File Bi-Annual</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>Aircraft Bluebook</td>
<td>Aircraft Bluebook</td>
<td>Aircraft Bluebook provides a guide to accurately assess aircrafts.</td>
<td>File Annual</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>COR Document Management System</td>
<td>Laserfische</td>
<td>A repository managed by the County that stores and scans all files uploaded internally into the tax system by the tax assessor and externally uploaded by a taxpayer on the web filing portal.</td>
<td>Real-Time Daily</td>
<td>Bi-Directional</td>
<td></td>
</tr>
<tr>
<td>NADA</td>
<td>J.D. Power</td>
<td>A NADA guide is provided to COR with multiple values for different vehicles, including motorcycles, boats, RVs, manufactured homes, etc.</td>
<td>File Annual</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>NCOA</td>
<td>Printing Vendor - DivCo</td>
<td>DivCo provides 1 file to COR via FTP, to notify us of a national change of address for customers with Personal Property and Business Tax items.</td>
<td>File Quarterly &amp; Annual</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>QAS</td>
<td>Experian</td>
<td>Address lookup and verification.</td>
<td>Real-Time Daily</td>
<td>Uni-Directional</td>
<td></td>
</tr>
<tr>
<td>-</td>
<td>Board of Equalization</td>
<td>Ensure property assessments are equalized among similarly situated properties and are assessed at its fair market value as of January 1 of the year in question.</td>
<td>File Annual</td>
<td>Uni-Directional</td>
<td></td>
</tr>
</tbody>
</table>
SECTION 8. FUTURE STATE CAPABILITIES

8.1 Business Capability Model

Business Capability Modeling (BCM) is used to enable straightforward identification of where a jurisdiction is unique from others. The BCM provides an easy to understand view of the County, while creating a common language among decision makers. Business Capabilities Modelling is a powerful way to translate business needs into information technology (IT) requirements. Using a BCM, Loudoun County has highlighted the major areas of its business required today and moving forward, as well as those that will be impacted by new/changed processes and technology. The Business Capability Model content can be found in Appendix C.

8.2 Technical Capabilities

The new System shall support standard county tax and revenue capabilities found in COTS systems today, as well as capabilities unique to the County. COTS systems typically provide similar technical features to support the major business capabilities that state and local governments require to perform their business operations. These include functionality such as:

- Workflow, prioritization, and enumeration of assignments
- End-user calendaring and email for work management
- Correspondence management
- Document storage, retrieval, and version control
- Mobile access
- Payment engines
- BI/analytics tools

The County’s expectations for these capabilities are outlined in the Technical Requirements, Appendix B.
SECTION 9. TERMS AND CONDITIONS

The Agreement for Service (“Contract” or “Agreement”) with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace, and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror’s additional or alternate Contract terms may result in rejection of the proposal. While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and nonnegotiable.

9.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Contract Administrator or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Contract Administrator or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

9.2 Term

The term of this Contract shall be for a period of five (5) years after system implementation. The Contract may be renewed on an annual basis at the expiration of its term, unless terminated by either party by providing at least ninety (90) days notification of termination or otherwise terminated in accordance with this Agreement.

Any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months. Any increase in prices or rates after the initial term or any renewal term shall be negotiated and agreed to by the parties.

9.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties’ agreement through implementation as well as through the life of the agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected services when so required, the County may purchase services of comparable quality and quantity in the open market to replace the undelivered or rejected services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event
that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor’s nonperformance shall be deducted from the balance as payment.

NOTE: PLEASE REFER TO SECTION 11.2.36TAB 16 – CHANGE CONTROL, APPENDIX K.

9.4 Material Safety Data Sheets
By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee’s health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County’s criteria for approval.

9.5 Business, Professional, and Occupational License Requirement
All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

9.6 Payment of Taxes
All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

9.7 Insurance
A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of all work under the Contract provide the following:

1. Workers’ compensation and Employer’s Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers’ Compensation:
   Coverage A: Statutory
   Coverage B: $100,000

2. General Liability:
   Per Occurrence: $1,000,000
   Personal/Advertising Injury: $1,000,000
   General Aggregate: $2,000,000
   Products/Completed Operations: $2,000,000 aggregate
   Fire Damage Legal Liability: $100,000

   **GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**

3. Automobile Liability:
   Combined Single Limit: $1,000,000

D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

   If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:
a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

4. 

a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

c. Any certificates provided shall indicate the Contract name and number.

5. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.
6. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.
   a. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
   b. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
   c. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
   d. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

9.8 Hold Harmless

A. Contractor shall, at its own cost, defend and hold harmless any claim or suit brought against the County on the issue that the software infringes a United States copyright, patent, trademark, trade secret, or other intellectual property right of a third party provided that the County (i) notifies Contractor promptly in writing of any such claim or suit; (ii) gives Contractor full information and assistance in settling and/or defending the suit; and (iii) gives Contractor full authority and control of the defense and/or settlement of any such action. Contractor shall not be liable for any costs or expenses incurred (i) by the County without Contractor's prior written authorization; (ii) for any claim based on the use of a combination of the Contractor's software with any other software not provided by Contractor; (iii) for any claim based on the County's modification of the software; (iv) from use of other than the latest available version of the software, provided that the version containing the correction of the infringement has been made available to the County at no charge; or (v) any transaction entered into by the County relating to the software without the Contractor's prior written consent.

If the software becomes subject to a claim of infringement for which the Contractor may become liable, Contractor may at its option (i) obtain the right to continue using the software; or (ii) replace or modify the software to make them noninfringing so long as the replacement or modification meets substantially similar specifications; or (iii) County and Contractor may elect to terminate the Agreement in the event that Contractor is unable to perform under (i-) and (ii) above. All payment obligations of the County shall be suspended until Contractor provides one of the remedies described.

B. Contractor shall indemnify, defend, and hold harmless the County and its affiliates, against any liability, demands, damages, expenses, and losses for death, personal injury, illness, or property damage arising out of the Contractor’s breach of its representations, warranties, or performance, or based on an alleged defect or design error in any element, part, or combination thereof in the software.
C. In the event Contractor becomes liable to County or any other party for direct or any other damages for any cause whatsoever, then the aggregate liability of the Contractor for all damages, injury and liability incurred will be limited to an amount equal to the Contractor’s insurance coverage as required in Section 6.9. However, the foregoing limitation shall not apply to:

1. damages caused by Contractor’s gross negligence or intentional acts or omissions;

2. claims for damages for infringement;

E. The County is prohibited from indemnifying Contractor and/or any other third parties. Notwithstanding the foregoing, the County shall be responsible for the actions and/or omissions of its board members, officers, employees and agents during their use of the software, including the negligent use, misuse or reproduction of Software. Further, the County expressly waives any and all actions against Contractor for claims resulting from the negligent acts or omissions of the County, its board members, officers, employees and agents. Provided, however, this waiver shall not be deemed to be a waiver of the County’s sovereign immunity or defense thereof.

9.9 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

9.10 Intentionally left blank.

9.11 Notice of Required Disability Legislation Compliance

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
9.12 Ethics and Public Contracting

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

9.13 Employment Discrimination by Contractors Prohibited

Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or Offeror.

9.14 Drug-Free Workplace

Every Contract over $10,000 shall include the following provision:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include
the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or Offeror.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

9.15 Faith-Based Organizations
The County does not discriminate against faith-based organizations.

9.16 Immigration Reform and Control Act Of 1986
By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

9.17 Substitutions
NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

9.18 Workmanship and Inspection
All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.
9.19 **Exemption from Taxes**

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

9.20 **Ordering, Invoicing and Payment**

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

Contractor shall submit invoices at the end of each calendar month, such statement to include a detailed breakdown of all charges and shall be based on completion of tasks or deliverables and shall include progress reports.

Invoices shall be submitted to:

County of Loudoun, Virginia  
Department of Information Technology  
PO Box 7300  
Leesburg, VA 20177

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

9.21 **Payments to Subcontractors**

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.
The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

9.22 Assignment

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

9.23 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

9.24 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving
rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County’s receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney’s fees.

The County will not entertain arbitration or mediation for dispute resolution.

9.25 Severability

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

9.26 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

9.27 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:
County of Loudoun, Virginia
Division of Procurement

TO COUNTY:
County of Loudoun, Virginia
Division of Procurement
Attn: Sandra A. Lineberry

Via delivery method (a) or (b)
1 Harrison Street, SE, 4th Floor
Leesburg, VA 20175

Or

Via delivery method (c)
P.O. Box 7000
Leesburg, VA 20177

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

9.28 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

9.29 Authority to Transact Business in Virginia

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9.30 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County’s no smoking policies may lead to removal of Contractor employees and possible Contract termination.
9.30 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

9.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract...
provided by facsimile or electronic mail is binding upon that party as if it were the original.

9.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

9.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Warranties, Governing Law/Forum and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

9.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.35 Section 508 Compliance

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section
508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

9.36 **Non-Visual Access to Technology**

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the “Technology”) shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.
The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia.

SECTION 10. EVALUATION OF PROPOSALS

10.1 Selection Factors
The criteria set forth below will be used in the receipt of proposals and selection of the successful Offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The Offerors submitting proposals shall include proposal statements on the following:

Table 6. Evaluation Criteria

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<th>Evaluation Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with Requirements (Functional and Technical)</td>
<td>35%</td>
</tr>
<tr>
<td>Implementation Services Approach</td>
<td>15%</td>
</tr>
<tr>
<td>Experience &amp; Qualifications of firm and key personnel</td>
<td>15%</td>
</tr>
<tr>
<td>Cost</td>
<td>20%</td>
</tr>
<tr>
<td>Compliance [with T&amp;Cs], Proposal Quality</td>
<td>5%</td>
</tr>
<tr>
<td>System Demonstrations</td>
<td>10%</td>
</tr>
</tbody>
</table>

(Note: The above points will be allocated to shortlisted firms only as indicated below.)

The PAG will collectively develop a composite rating which indicates the group’s collective ranking of the highest rated proposals in a descending order. Once the proposals have been ranked, the top firms may be invited for system demonstrations and further discussions.

Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

SECTION 11. PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the Offeror’s qualifications and understanding of the work to be performed. Offerors will address each of the specific evaluation criteria listed above, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive.
and rejected. Both hard copy and electronic copy response must be clearly marked and tabbed based on the structure outlined below.

11.1 Proposal Organization Table

<table>
<thead>
<tr>
<th>TAB</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Page</td>
</tr>
<tr>
<td>2</td>
<td>Cover Letter Addressing Minimum Qualifications</td>
</tr>
<tr>
<td>3</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>4A</td>
<td>Signature Page</td>
</tr>
<tr>
<td>4B</td>
<td>Authority to Transact Business</td>
</tr>
<tr>
<td>4C</td>
<td>County Feedback Survey</td>
</tr>
<tr>
<td>4D</td>
<td>Rider Clause Members of Northern Virginia Cooperative Purchasing</td>
</tr>
<tr>
<td>5</td>
<td>Executive Summary</td>
</tr>
<tr>
<td>6</td>
<td>Company Profile</td>
</tr>
<tr>
<td>7A</td>
<td>Plan and Work Plan</td>
</tr>
<tr>
<td>7B</td>
<td>Staffing Requirements and Proposed Organizational Chart</td>
</tr>
<tr>
<td>7C</td>
<td>Project Management Approach</td>
</tr>
<tr>
<td>7D</td>
<td>Implementation Approach</td>
</tr>
<tr>
<td>7E</td>
<td>Key Implementation Risks and Mitigation Strategies</td>
</tr>
<tr>
<td>7F</td>
<td>Testing Strategy</td>
</tr>
<tr>
<td>7G</td>
<td>Knowledge Transfer and Training Approach</td>
</tr>
<tr>
<td>7H</td>
<td>Business Continuity and Disaster Recovery Plan</td>
</tr>
<tr>
<td>7I</td>
<td>Production Support and Transition</td>
</tr>
<tr>
<td>7J</td>
<td>Organizational Change Management</td>
</tr>
<tr>
<td>7K</td>
<td>Deliverables</td>
</tr>
<tr>
<td>7L</td>
<td>Security</td>
</tr>
<tr>
<td>8</td>
<td>Solution Response Requirements</td>
</tr>
<tr>
<td>8A</td>
<td>Product Overview and Roadmap</td>
</tr>
<tr>
<td>8B</td>
<td>Functional Solution Narrative Response</td>
</tr>
<tr>
<td>8C</td>
<td>Functional Requirements Response Matrix</td>
</tr>
<tr>
<td>8D</td>
<td>Nonfunctional Requirements Narrative Response</td>
</tr>
<tr>
<td>8E</td>
<td>Nonfunctional Requirements Response Matrix</td>
</tr>
<tr>
<td>8F</td>
<td>System Architecture and Hosting</td>
</tr>
<tr>
<td>9</td>
<td>Offeror References</td>
</tr>
<tr>
<td>10</td>
<td>Staff Resumes and References</td>
</tr>
<tr>
<td>10A</td>
<td>Staff Resumes</td>
</tr>
<tr>
<td>10B</td>
<td>Client References</td>
</tr>
<tr>
<td>11</td>
<td>Sub-Contractors</td>
</tr>
<tr>
<td>12</td>
<td>Statement of Compliance with Terms and Conditions</td>
</tr>
<tr>
<td>13</td>
<td>Proprietary Information</td>
</tr>
<tr>
<td>14</td>
<td>Additional Material Offeror wishes to include for consideration</td>
</tr>
<tr>
<td>15</td>
<td>Cost Proposal</td>
</tr>
</tbody>
</table>
11.2 **Detailed Response Instructions**

Response requirements for each of the sections required for the Offeror’s proposal response.

11.2.1 **TAB 1 – Title Page**

The title page should include the title and number of the ITRS RFP, name and address of the Offeror, and the date of the proposal. The title page shall also clearly indicate the content is related to the ITRS Proposal Response.

11.2.2 **TAB 2 – Cover Letter Addressing Minimum Qualifications**

The cover letter must include the title, address and telephone number of the person or persons authorized to represent the Offeror regarding all matters related to the proposal and any contract subsequently awarded to the Offeror. This letter shall be signed by a person(s) authorized to bind the Offeror to all commitments made in the Proposal. This individual must have the authority to negotiate all aspects of the scope of services on behalf of the Offeror. This letter will also contain statements confirming inclusion of all proposal submittal requirements as well as documentation providing proof of meeting the Minimum Qualifications as defined in Section 3.0. **Maximum one page.**

11.2.3 **TAB 3 – Table Of Contents**

The Table of Contents provides the organizational structure for the Proposal and includes the critical elements described in this ITRS RFP.

11.2.4 **TAB 4A – Signature Page**

The Signature Page form is Appendix D to this RFP

11.2.5 **TAB 4B – Authority to Transact Business**

The Authority to Transact Business form is Appendix E to this RFP

11.2.6 **TAB 4C – County Feedback Survey**

The County Feedback Survey form is Appendix F to this RFP

11.2.7 **TAB 4D – Rider Clause Members Of Northern Virginia Cooperative Purchasing**

The Cooperative Rider Clause is Appendix G to this RFP

11.2.8 **TAB 5 – Executive Summary**

This section shall briefly address the Offeror’s approach. In addition, the Offeror must clearly and specifically detail all exceptions to the exact requirements identified in this RFP. **Maximum two pages.**
11.2.9 TAB 6 – Company Profile

Provide a statement giving a brief history of your company (mission statement, the primary line of business, etc.), how it is organized, and how its available products and resources will be used to meet the County's requirements. The Offeror shall submit the following information **(Maximum five pages)**:

- The company's official name and address. The Offeror shall also indicate what type of entity it is — for example, a corporation or a partnership.
- The name, address, email and telephone number of the person who receives correspondence and who is authorized to make decisions or represent the Offeror. Please state his or her capacity within the company.
- The total number of years the Offeror has been in business and, if applicable, the number of years under the present business name.
- The number of years that the Offeror has been providing the software application(s) being proposed.
- A description of the Offeror's operations: facilities, business and objectives, and the number of employees.
- A brief summary of Offeror's product portfolio, including a number of distinct products sold and/or services provided.
- A description of any potential conflicts of interest that may arise during the implementation if awarded the contract.
- The product profile for the product the Offeror is proposing, including: how many maintenance-paying customers, time in market, product growth strategy and objectives, significant functional enhancements or additions, significant technical and/or architecture developments, product acquisition vs. internal development strategy, product differentiators, and software delivery strategy (e.g., SaaS, cloud, hosted, single-tenant, multi-tenant, etc.), and any industry offerings relevant to the Public Sector.
- Provide information to represent customer and revenue growth/loss trends in the marketplace, and a number of active projects.
- Provide information to represent Research & Development spending and direction in the different functional areas covered in this RFP.
- Provide details of any historical bankruptcies or other financial problems for you or your affiliates.
- Describe any existing business relationships you or any of your affiliates and proposed third-party vendors may have with the County.
- Provide details of any disciplinary actions or other administrative action taken by any jurisdiction or person against your organization. This shall include any terminations or debarments. List and summarize all judicial
or administrative proceedings involving any sourcing activities and anti-trust suits in which you have been a party within the last five years. If you are a subsidiary, submit information for all parent companies.

11.2.10 TAB 7 – Project Implementation Understanding & Approach
Respondents should describe their understanding and proposed approach to the project. **Maximum three pages.**

11.2.11 TAB 7A – Schedule and Work Plan
The Offeror shall submit an implementation schedule in a MS Project format and high-level work plan to meet the requirements and deliverables as set forth herein.

11.2.12 TAB 7B – Staffing Requirements and Proposed Organizational Chart
The content in this section of the Offeror’s response shall provide a summary of all proposed key personnel. The Offeror will be responsible for providing all staff persons required to design, develop, and implement the new solution, and must possess the relevant background and experience to undertake this effort. **Please Note: The County expects key personnel of shortlisted Offerors, such as the Project Manager and Solution Architect, to participate in demonstrations.**

11.2.13 TAB 7C – Project Management Approach
The Offeror shall describe their approach to overall project management and integration of all activities required by the scope of work. This section should include *(Maximum five pages)*:

- **Project Management Methodology** *(and compliance with Project Management Institute standards)*
- **Communications Management Approach**
- **Issue Resolution Methodology**
- **Risk Management Methodology**
  - Describe approach to risk management
  - The Offeror shall identify key implementation risks and risk mitigation strategies of the Solution based on prior Offeror experiences.
  - The Offeror shall provide a sample risk register that will be used throughout project implementation to identify, monitor and control risk.
- **Quality Management Methodology**
  - Description of quality management approach and methodology
  - Proposed metrics for reporting on quality throughout the project
• Configuration Management methodology
• Change Control Methodology
• Recommendations on governance and how the Offeror will help ensure the required structure and processes are in place and supported throughout the implementation.

11.2.14 TAB 7D – Implementation Approach
Provide a narrative that identifies the implementation lifecycle approach for the Project (appropriate to the scope, magnitude, and complexity of the Solution) that includes, at a minimum, how and when the following activities shall be performed: concept, requirements, design, development, test, and installation. Any implementation methodology, such as Agile or Waterfall, shall be clearly described along with the quality management processes in place to ensure a successful implementation. **Maximum ten pages.**

11.2.15 TAB 7F – Testing Strategy
The Offeror shall describe their approach and ability to test and validate the functionality of the implemented Solution against the documented requirements. This section should address **(Maximum three pages):**

• Unit Testing (including providing unit test results to the County)
• System Testing
• Performance and Reliability Testing
• Functional and User Acceptance Testing
• Regression Testing
• Data Conversion Testing (including testing converted data as part of system testing and UAT)
• Test Plans
• Test Scripts (including approach to testing script development and requirements traceability to ensure end-to-end and comprehensive testing of entire Solution prior to Go Live)
• Issue Management and Resolution (to include Offeror definition of a “defect” and an “enhancement”)

The Offeror shall also include the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.).

The Offeror should describe the role(s) they expect the County to perform during each test phase. In this description, Offerors should clearly identify the activities the County will be responsible for performing and the
activities the Offeror will be responsible for performing and avoid generic terms, such as “jointly” and “collaborate.”

The Offeror should describe any automated testing tools leveraged.

11.2.16 TAB 7G – Knowledge Transfer and Training Approach

The Offeror should describe their approach and ability to provide: Initial Product Training, Train the Trainer sessions, Configuration Training sessions, Application and System Administration Training sessions, End-user training manuals and user guides/reference sheets, Server Manual(s), Application Software Reference materials, Application Software Tutorial, Hardware Manual(s), User Manual(s), System Administrator(s) Manual(s), Functional System Descriptions, File (Database) Set up and Maintenance (File Maintenance Manual), Hardware and System Configuration (System Configuration Manual), Data Dictionary use in query-building. The Offeror should also describe the types of documentation that the Offeror has that can be leveraged for training and knowledge transfer activities. **Maximum three pages.**

- Provide optional pricing in the Pricing Workbook if the County were to request the awarded Offeror to develop customized training materials. Do not include this in lump sum pricing. For pricing purposes, Offerors shall assume training a minimum of ten (10) County trainers (Train-the-Trainer) as well as a minimum of ten (10) County technology staff.

11.2.17 TAB 7H – Business Continuity and Disaster Recovery Plan

Provide a business continuity and disaster recovery plan detailing how you propose to meet the specifications in the event of service interruption. Detail the Solution’s backup and recovery processes. Describe the conditions and timeframes of unavailability that warrant a declaration of a disaster. **Maximum two pages**

11.2.18 TAB 7I – Production Support and Transition **(Maximum 10 pages)**

- **Section 1 – Production Support and Transition Approach**

  The Offeror must provide their proposed production support and transition approach. The Offeror's proposal must provide information that can be used by the County to evaluate the Offeror's knowledge of, and intended approach to, provide production support and transition.

  - Description of the production preparation and support proposed
  - Description of the transition approach, duration, and methodology proposed.

- **Section 2 - Maintenance & Operations and Support**
This section should address the Offeror’s approach and methodology to provide application management, technical support, system enhancements, and other related support activities.

- Proposed software license agreements and maintenance agreements
  - As an initial, general response to this section, describe Offeror’s approach to service level management including: proposed measurements; proposed service levels; strategy for documenting service levels and performance against such service levels; and format and frequency of reporting. Specify the mechanisms, tools and techniques Offeror intends to put in place to meet, measure, report and improve upon these service levels.
  - If the Offeror provides different levels of customer support or engineering support, the tiers should be provided in the maintenance agreements.

- Patch/Upgrade Support: Offerors shall provide the following information:
  - Offerors should clearly and succinctly describe relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. Also, provide patch/upgrade support service cost and rate information in the pricing response section.
  - Offerors should describe release strategy and typical schedule (quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, address your position on version compliance to remain on support and options clients may have to defer patches/upgrades.
  - Offerors should describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.
  - Offerors should describe any differences in patch/upgrade support options and services for client-hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.
  - Offerors should describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

- Section 3 – Enhancements
o Provide a description of the management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements.

o Provide a description of the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.

o The Offeror shall describe their approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfill enhancement requests.

- Section 4 - Help Desk

  o Call Center/Problem Ticket Support: Offerors shall provide the following information:
    - Call center problem ticket support service processes.
    - Call center service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation.
    - Call center associated support service cost and rate information in the pricing response section.
    - The size and structure of call center team. Including what types of support tickets the call center staff can handle.
    - Call center hours of operation and location.
    - Any support tools or techniques used to diagnose and resolve critical or escalate problems more quickly. The escalation process should also be described.
    - Any differences in call center support for client-hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.
    - Any continuous improvement efforts underway or planned to improve the quality of call center support services.
    - Average response times during business and non-business hours.

  o User Group Collaboration: Offerors shall provide the following information:
    - Describe any user group forums/events that are available to your client base that are either managed by you or are self-
managed by your clients. Your description should include the frequency, format, cost, and locations of these forums/events along with summary agendas from forums/events recently held.

- Describe if and how user group collaboration forums/events are used to inform your product strategy going forward.
- Describe any knowledge-bases or web-based sites that allow your client base to contribute and leverage lessons learned and/or specific solutions related to problems or challenges a particular client has faced.
  - Describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration.

11.2.19 TAB 7J - Organizational Change Management
For IT projects that highly depend on rapid user adoption for success, as the Integrated Tax and Revenue System will, organizational change management practices must be embedded in the project life cycle. Failure to do so will delay project adoption, impede the realization of benefits, and diminish success. The Offeror shall provide an overview of how they will support Organizational Change Management activities led by the County. **Maximum two pages**

11.2.20 TAB 7K - Deliverables
The Offeror must provide their proposed approach to meet the following deliverable requirements for the implementation. At a minimum, Offerors must address the following components identified in the below subsections.

**Section 1 – Deliverable Format**
The Offeror must outline in their response their approach to developing Project Deliverables in the form and format agreed to by The County.

Offerors must identify their approach to using a Deliverables Expectations Document (DED). Offerors should address the following when describing their approach to DED development:

- No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by the County.
- Offerors are expected to include realistic timeframes for the County to review the DED that correspond with the appropriate dependencies for deliverable development activities in the project schedule.
- The objective of the DED is to ensure that deliverables meet or exceed the contractual obligations and expectations, and deliver the expected outcomes. In order to accomplish this objective, the DED must contain
enough information to provide an accurate representation of the planned format and content of the deliverable. At a minimum, DED’s must contain the following components:

- Sample Table of Contents of the deliverable
- Short description of all sections and sub-sections planned to be included in the deliverable
- Samples of any diagrams or reports planned to be included as part of the deliverable
- Clear indication of how the deliverable will meet and/or exceed the deliverable requirements as defined in the RFP and agreed upon Statement of Work between the County and the Offeror

The Offeror must make all deliverables available electronically in software versions that are PC compatible with the software being utilized at The County (e.g., Microsoft Word, Visio, PowerPoint, Project, Adobe, etc.).

Section 2 – Mandatory Deliverables

The following table provides a listing of deliverables that must be provided at a minimum as part of the ITRS implementation. As part of the response, Offerors shall submit (1) a deliverables list similar to the table below, (2) a detailed description of how they propose to meet each of the deliverables proposed and (3) in a format similar to the table below. It should be clear which deliverables are associated with which project phase (i.e., Project Preparation, Analysis, Design, Development, etc.). Offerors shall provide a response that elaborates on each deliverable and detail how it coincides with their overall solution response. Acceptance criteria is required for each proposed deliverable.

The Offeror may add additional deliverables to the list provided below in alignment with its proposed methodology and work plan, but shall not modify existing deliverable names, split apart any deliverables, or otherwise modify the requirements of the named deliverables. Any additional deliverables added by the Offeror shall be clearly identified in the response.

Table 8. Minimum List of Deliverables

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable Name</th>
<th>Major Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Project Status Reporting</td>
<td>Project status will be tracked and reported on an ongoing basis. Regularly scheduled status meetings between the County Project Management Team and the Offeror Project Manager will be held to discuss project progress, issues, resolutions, and next steps. Additionally, the Offeror will support any other status-related meetings as (complete the table details)</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable Name</td>
<td>Major Components</td>
</tr>
<tr>
<td>----</td>
<td>--------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>needed, such as presenting to the Executive Steering Committee. The following standard reporting mechanisms will be used:</td>
</tr>
<tr>
<td>B</td>
<td>Meeting Minutes</td>
<td>The Offeror shall be responsible for capturing a record of key meetings and the important takeaways from the discussion. The meeting minutes are not intended to be a transcript of every discussion topic, nor may meeting minutes be required for every meeting.</td>
</tr>
</tbody>
</table>

**Milestone 1 – Project Initiation and Planning**

| 1  | Project Kickoff Presentation   | This deliverable is a presentation to familiarize project team members and stakeholders with the project. It shall be provided in Microsoft PowerPoint format.                                        |
| 2  | Project Schedule               | The Offeror must deliver a masterwork plan including a detailed Work Breakdown Structure (WBS) and associated Gantt charts in Microsoft Project. The masterwork plan must reflect any changes from the plan submitted with the Contractor’s original proposal that was discussed and agreed to during the project initiation meeting. The Project Work Plan must include a WBS that meets the project’s overall objectives by describing the project tasks and deliverables and will be maintained throughout the life of the project. |
| 3  | Project Management Plan        | The Project Management Plan shall include the following:                                                                                                                                                    |
|    |                                |  ■ Communication Plan                                                                                                                                       |
|    |                                |  ■ Schedule Management Plan                                                                                                                                   |
|    |                                |  ■ Issue and Risk Management Plan                                                                                                                               |
|    |                                |  ■ Change Control Plan                                                                                                                                      |
|    |                                |  ■ Quality Management Plan                                                                                                                                   |
|    |                                |  ■ Requirements Analysis & Management Plan                                                                                                                      |

**Milestone 2 – Analysis**

<p>| 4  | Requirements Analysis Document | Validated Functional Requirements Matrix: The Offeror shall conduct working sessions to review the RFP Functional Requirements Matrix and responses and validate each requirement, and provide an updated matrix. |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable Name</th>
<th>Major Components</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>■ Validated Technical Requirements Matrix: The Offeror shall conduct working sessions to review the RFP Technical Requirements Matrix and responses and validate each requirement, and provide an updated matrix.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>■ Validated Business Use Case Document: The Offeror shall conduct working sessions to review the use cases and validate each use case, and provide an updated use case document.</td>
</tr>
<tr>
<td>5</td>
<td>Solution Implementation Plan</td>
<td>■ System Design Plan – Details the Offeror’s approach to System design throughout application design, interface design, and conversion design</td>
</tr>
<tr>
<td></td>
<td></td>
<td>■ System Development Plan – Detail the approach to system development and ensures the necessary tools and technologies are in place for development.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>■ System Test Plan - Software testing strategy, methodology processes, standards and guidelines for all software testing to include unit testing, system testing, support of user acceptance testing, data conversion testing, regression testing, and performance testing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>■ System Training Plan - Plan to conduct core team training, train the trainer training, and support end user training, as well as approach to developing training materials.</td>
</tr>
<tr>
<td>6</td>
<td>Data Quality Assessment</td>
<td>■ Data Quality Assessment Report – Offeror will conduct working sessions to identify and perform data validation activities to evaluate and report on the major data quality issues within the legacy systems identified for migration.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>■ Data Cleansing Plan – The Offeror shall provide recommendations and best practices on converting the “right” data as opposed to assuming all data will be converted to the New System, and other critical success factors for data conversion. The Offer shall provide a roadmap for conducting data cleansing, and a resolution plan (including business rules to correct data) for each data quality issue to be addressed.</td>
</tr>
</tbody>
</table>

**Milestone 3 – System Design**

<p>| 7 | System Architecture Document | ■ Describe the Proposed Architectural Solution that will enable and support the Solution |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable Name</th>
<th>Major Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Functional Design Document</td>
<td>- Through the review of current state artifacts, a crosswalk of functional requirements, gap analysis, and onsite interviews, define design-level requirements in a manner that easily illustrates what shall be designed and configured in the new Solution that is easily comprehended by non-IT staff.</td>
</tr>
<tr>
<td>9</td>
<td>Requirements Traceability Matrix</td>
<td>- Define design-level requirements traceable back to functional requirements traceability matrix in a manner that easily illustrates how functional requirements are satisfied through configuration, interface, and other design/development activities.</td>
</tr>
<tr>
<td>10</td>
<td>Technical Design Document</td>
<td>- Reflects the final requirements for system configuration and operation based on outputs from design sessions conducted with the County.</td>
</tr>
</tbody>
</table>
| 11 | Prototypes                       | - Built Functionality Demonstrations  
   - The Offeror shall work with the County to identify a select number of complex and high-volume business processes to be prototyped. The prototypes shall be near-final simulations of how the County’s requirements shall be implemented in the New System. This is intended to be a checkpoint to ensure that the Offeror’s development approach is in line with the County’s expectations.  
   - Built Functionality Completion Report  
   - Successful demonstration of the prototype per approval by the County (demonstration of the prototype shall not warrant automatic acceptance; prototype should be considered near-final and reflective of design discussions to-date)  
   - Feedback, outcomes, and findings to be considered for the subsequent implementation efforts |
| 12 | Data Conversion Plan             | This plan must specify what and how data conversion (from Legacy System) will function. This plan must include, but not be limited by the following:  
   - Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data)  
   - Number of mock runs that will be conducted  
   - Description of manual conversion processes that cannot be automated  
   - Milestones, targets                                                                                                                                                                                                 |

Integrated Tax Revenue System
RFP RFQ 539782
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<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable Name</th>
<th>Major Components</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>▪ How much history is converted out of each system</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ List of data to not convert</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Manual data entry and error correction after conversion</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Plan for testing and validating converted data</td>
</tr>
<tr>
<td>13</td>
<td>Interface Specification Document</td>
<td>This deliverable will contain the design specifications for all system interfaces interacting with the Solution.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Identify all interfaces between the Solution and each system/application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Define service-based interface specifications including all input/output parameters and data types</td>
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<td></td>
<td></td>
<td>▪ Mapping source and destination of each interface field (e.g., database table name/field)</td>
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<td></td>
<td></td>
<td>▪ Interface requirements (e.g., expected behavior, business outcomes to be achieved)</td>
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<tr>
<td></td>
<td></td>
<td>▪ Mapping back to relevant functional and technical requirements to demonstrate compliance</td>
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<tr>
<td></td>
<td></td>
<td>▪ Interface workflow diagrams that illustrate user and system-to-system interactions, including alternate and exception paths</td>
</tr>
<tr>
<td>14</td>
<td>Online Portal Specification Document</td>
<td>▪ Shall provide the detailed design supporting the information architecture, content, and functionality for the Online Portal design</td>
</tr>
<tr>
<td>15</td>
<td>Report Specification Document</td>
<td>▪ This deliverable will contain the design specifications for all reports to be produced by the ITRS Solution.</td>
</tr>
</tbody>
</table>

**Milestone 4 – System Development**

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable Name</th>
<th>Major Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>Data Cleansing</td>
<td>▪ Execution of Data Cleansing (Acceptance Criteria: Data Cleansing Report that includes results of data cleansing testing to indicate successful completion and resolution of data quality issues)</td>
</tr>
<tr>
<td>17</td>
<td>Data Mapping &amp; Conversion</td>
<td>▪ Execution of Data Mapping (Acceptance Criteria: final Data Mapping Document)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>▪ Execution of Data Conversion (Acceptance Criteria: Data Conversion Report to indicate successful completion of data conversion)</td>
</tr>
<tr>
<td>18</td>
<td>System Configuration</td>
<td>▪ Execution of system configuration and unit testing (Acceptance Criteria: Demonstration of final system configuration to the County and production of a system configuration report that can be referenced by the County to understand how the system is currently configured)</td>
</tr>
<tr>
<td>#</td>
<td>Deliverable Name</td>
<td>Major Components</td>
</tr>
<tr>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>19</td>
<td>Interface Development</td>
<td>- Execution of interface development and unit testing (Acceptance Criteria: Successful demonstrations of interfaces in the system testing environment)</td>
</tr>
<tr>
<td>20</td>
<td>Report Development</td>
<td>- Execution of report development and unit testing (Acceptance Criteria: Submittal of each report developed that is generated from the system with County data)</td>
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<tr>
<td></td>
<td><strong>Milestone 5 – Testing &amp; Readiness</strong></td>
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<tr>
<td>21</td>
<td>System Testing</td>
<td>- Development of System Test Cases</td>
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<tr>
<td></td>
<td></td>
<td>- Execution of system testing, defect resolution, regression testing, performance testing (Acceptance Criteria: System test report that indicates system test has met agreed-upon exit criteria)</td>
</tr>
<tr>
<td>22</td>
<td>User Acceptance Testing</td>
<td>- Support of User Acceptance Testing and related defect resolution (Acceptance Criteria: User Acceptance Testing report that indicates user acceptance test has met agreed-upon exit criteria)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Support shall include:</td>
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<tr>
<td></td>
<td></td>
<td>- Plan and set up test environment</td>
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<tr>
<td></td>
<td></td>
<td>- Provide guidance on UAT approach</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- UAT Training for UAT Testers (system overview, defect reporting)</td>
</tr>
<tr>
<td>23</td>
<td>Training</td>
<td>- Execution of Core Team &amp; IT Training</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Execution of Train the Trainer training</td>
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<td></td>
<td>- Execution of End User training</td>
</tr>
<tr>
<td>24</td>
<td>Go-Live</td>
<td>- Should include:</td>
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<tr>
<td></td>
<td></td>
<td>- Deployment Plan (Rollout) – Detailed and thorough plan for deployment of the planned functionality (for each phase)</td>
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<td></td>
<td></td>
<td>- Contingency and rollback plan if deployment is unsuccessful</td>
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<td></td>
<td>- Plan for physical deployment of application components</td>
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<tr>
<td></td>
<td></td>
<td>- Smoke test plan that includes steps to verify that deployed application is functioning correctly</td>
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<td>- Criteria for approving the production use of application</td>
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<td></td>
<td></td>
<td>- Anticipated downtime with user impact</td>
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<tr>
<td></td>
<td></td>
<td>- Data Synchronization Steps</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- User and service desk communication plan</td>
</tr>
</tbody>
</table>
11.2.21 TAB 7L – Security

The Offeror must describe their ability to adhere to the following and as further detailed in the Technical Requirements

- Offerors must describe what security methods and standards are used for remote access.
- Offerors are required to provide information on the types of devices and the options available with their application for remote access.
- Offerors must note if some mobile devices do not offer the full range of functionality available on the application.
- Offerors must describe the requirements of their proposed application to operate remotely from a mobile workstation.

11.2.22 Tab 8A – Product Overview and Roadmap

The Offeror shall provide a Solution and Product Overview, including Product Capabilities and Features, Product History (e.g., prior major releases of the product), and Product Roadmap and Direction. Section shall include:

Product and Service History

- Offerors should describe the history of their application offerings, including initial release date, current version number and current version release date and application development history (that is, if the offerings were developed as a marketable package or as a solution for a particular organization).
- Offerors should indicate how many live customers they have for the proposed application and delivery mode.
- Offerors shall provide detailed information on their product development roadmap for application products.
- Offerors shall indicate which third-party software packages are required for their application to function correctly (for example, application servers, Web servers, databases, agents or clients for backup, or software distribution and security), and should indicate who
is responsible for purchasing and maintaining licenses for this software.

- Offerors should provide a list of any user associations or public discussion areas relating to vendors' product or service offerings.

11.2.23 Tab 8B – Functional Solution Narrative Response
Provide an overview of the modules recommended for the County to support its functional needs. **Maximum 10 pages.**

11.2.24 Tab 8C – Functional Requirements Response Matrix
The Offeror shall complete and submit the Functional Requirements Matrix according to the instructions provided in the matrix.

11.2.25 Tab 8D – Nonfunctional Requirements Narrative Response
Provide a narrative overview that demonstrates an understanding of the County’s needs and describes how the Proposed Solution aligns with the County’s current state environment. **Maximum 10 pages.**

11.2.26 Tab 8E – Nonfunctional Requirements Response Matrix
The Offeror shall complete and submit the Technical Requirements Matrix according to the instructions provided in the matrix.

11.2.27 Tab 8F – System Architecture and Hosting
Describe the Proposed Architectural Solution that will enable and support the Offeror’s Solution. The Offeror’s approach, at a minimum, must take the following topics into consideration while providing the details (**Maximum 10 pages**):

- Software Development Tools and Languages.
- Database Type and Structure.
- COTS Product Solution.
- Proposed 3rd Party Software Components (if applicable).
- Middleware and Frameworks.
- Proposed Network Infrastructure.
- Proposed Application Architecture.
- Identification of all supported technology platforms (including supported version numbers) using the table structure below.

Table 9. Supported Technology Platforms

<table>
<thead>
<tr>
<th>Technology</th>
<th>Platforms (including version numbers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server Operating Systems</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Desktop Operating Systems</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Technology</td>
<td>Platforms (including version numbers)</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>Databases</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Integration Middleware</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Web Browsers</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Reporting</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Mobile Devices</td>
<td>Offeror to provide information</td>
</tr>
<tr>
<td>Mobile Operating Systems</td>
<td>Offeror to provide information</td>
</tr>
</tbody>
</table>

The Offeror’s proposal must provide information that can be used by the County to evaluate the Offeror’s knowledge of, and intended approach to, provide Hosting services. This information must include at least the following:

- The methodology for continuous monitoring and management to optimize performance and system availability.
- Describe how the Offeror defines and calculates system and support availability.
- The system availability requirement is to achieve 99.9% (or higher) availability. Include information on uptime validation and system restores.
- Based on experience with hosted systems similar to the requirements of Loudoun County, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.
- Describe the options available for the County to monitor uptime of the system.
- Describe physical and data security practices for hosted systems and data.
- Based on experience, describe recommended schedules for regular back-up of standard file systems including:
  - Weekly full back-ups.
  - Daily incremental back-ups.
  - Off-site storage.
- Describe redundancy strategy and restoral procedures, including process to transfer to a secondary location.
• Describe communication and escalation procedures related to incident identification and resolution.

• Describe the approach to applications management in areas including, but not limited to, service package management, application server management, and monitoring and reporting on application processes.

• Provide information on the frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client. As well as, the process for Loudoun County to approve the release of new software into the Cloud environment.

• Describe the process for upgrading your system software (e.g., annual upgrades, etc.).

• Describe each of Offeror’s change management, upgrade and patch management policies.

• Describe Offeror’s identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).

• Describe Offeror’s approach to exporting County’s data in an open format (e.g., XML, Text, CSV, etc.) that can be handled by the County. Provide a description, if available, of how an Open Data portal allows retrieval of data typically provided via the FOIA process.

• Describe intrusion detection and prevention capabilities and approaches.

• Describe procedures for installing security patches for all applications.

• Describe how Offeror systematically enforces access controls.

• Describe how County’s data is separated and maintained as separate from other customers’ data.

• Describe how confidential County data will be hosted.

• Describe how Offeror is able to identify and report on unauthorized releases of County data and prevent unauthorized releases of County data.

• Describe how Offeror implements virus protection and ensures all communication between the hosted environment and the County is virus free, including Electronic Plan Review files.

• Describe the network design, including all protocols, port requirements and transports between the hosted environment and the County.

• Describe how the Cloud systems will communicate securely with interfaces identified in Appendix A-2, Technical Requirements.
• Bug fixes: Offeror must provide a procedure for reporting, tracking, fixing, and user acceptance of bug fixes.

• All requirements, including third-party software, plug-ins, etc., must be identified.

11.2.28 TAB 9 – Offeror References
All Offerors shall include with their proposals, a list of at least three (3) current references, within the last five years, for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

Offerors must provide the information below for references:
Agency name and address; Contact name, title, phone, email; Description of the project, start/end dates, scope, status/outcomes, initial and final budget.

11.2.29 Tab 10A – Staff Resumes
Provide a full set of resumes for all project team members being proposed. Separate the set of resumes into two sections: one for Key Personnel and one for the balance of the team.

• For each resume, the following minimum information is required:
  o Name and level within organization
  o Years of total experience
  o Proposed role on project
  o Geographic location
  o Experience in the proposed role
  o Role in the last three projects

11.2.30 Tab 10B – Client References
For Key Personnel only – client references from the last three relevant projects

• Should include the following information: Organization Name and Address; Summary of Organization’s Primary Business Function; Summary Description of Organization’s Implementation; Summary Description of Proposed Staff Role For Implementation; Organization Representative Contact Information (Name, Title, Phone, Email)
11.2.31 TAB 11 – Subcontractors
Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors’ qualifications. The County reserves the right to reject the successful Offeror’s selection of subcontractors for good cause. If a subcontractor is rejected the Offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County’s approval.

11.2.32 TAB 12 - Statement of Compliance with Terms and Conditions
Offerors shall provide a statement of compliance with the Terms and Conditions as listed in this RFP.

Offerors taking exception to these Terms and Conditions or intend to propose additional or alternative language must a.) identify with specificity the individual terms they take exception or seek to replace and b.) include any additional or different language with the proposal. This includes submitting copies of any agreements or contracts your firm would require, if awarded.

11.2.33 TAB 13 - Proprietary Information
All proposals submitted in response to this RFP are subject to the Virginia Freedom of Information Act (FOIA). Place all proprietary information behind this tab. Failure to comply will result in the materials being released to suppliers or the public as provided for in FOIA. Offerors shall also provide a fully redacted copy of its proposal on a flash drive to be utilized for purposes of disclosure under FOIA.

11.2.34 TAB 14 – Additional Material Offeror Wishes to Include for Consideration
The Offeror should include any additional information they wish to provide in this section.

11.2.35 TAB 15 – Cost Proposal
Submit Cost Proposal using Appendix J

11.2.36 TAB 16 – Change Control
Submit Change Control Processes – see Appendix K as an example.
SECTION 12. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria.

12.1 Preparation And Submission Of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an Offeror of the Contractual obligations.

B. Pricing must be submitted using the Cost Proposal Appendix J only. Include other information, as requested or required.

C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this RFP. The time can be verified by visiting www.time.gov and selecting Eastern time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals or using private carrier shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

G. Proposals must be submitted via one of the following options:

   US Mail to:
   County of Loudoun, Virginia
   Attn: Division of Procurement
   PO Box 7000
   Leesburg, Virginia 20177-7000;
   or
   Hand delivered to:
   County of Loudoun, Virginia
   Attn: Division of Procurement
   1 Harrison Street, S.E., 1st Floor, Procurement Bids and Proposals Drop Box
   Leesburg, Virginia 20175.
   or
   Private carrier (UPS/FedEx) to:
   Loudoun County Procurement
   1 Harrison Street, S.E.,
ATTN: PROCUREMENT BIDS & PROPOSALS  
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted. Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

H. Each firm shall submit one (1) original copy, one (1) electronic copy (in PDF format with the exception of Appendices A, B, and J which shall remain in Excel format) on a USB flash drive and one (1) redacted copy to the County’s Division of Procurement as described herein.

12.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all Offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the Offeror. Inquiries pertaining to the RFP must give the RFP number and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received by **10:00 a.m. August 31, 2022**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies with their proposal. Addenda can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

12.3 Firm Pricing For County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of one hundred eighty (180) days from proposal receipt date. “Discount from list” proposals are not acceptable unless requested.
12.4 Proprietary Information

The County reserves the right to use information submitted in response to this RFP in any manner it may deem appropriate in evaluating the fitness of the solutions proposed. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to this RFP shall rest exclusively with the County and shall be subject to inspection in accordance with § 2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act (§ 2.2-3700 et seq.). Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, pursuant to § 2.2-4342 of the Code of Virginia, the Offeror must:

1. Invoke the protections of this section prior to or upon submission of the data or other materials,
2. Clearly identify the data or other materials to be protected; and
3. State the reasons why protection is necessary.

FAILURE TO ABIDE BY THIS PROCEDURE WILL RESULT IN DISCLOSURE OF THE OFFEROR’S INFORMATION.

Offerors must provide as a separate appendix to its proposal a list of all pages in the proposal that contain proprietary information, identify the specific information on each listed page that Offeror deems proprietary information, and the specific reason it deems such information proprietary. Only pages/sections referenced in that list may be considered as proprietary. The classification of an entire proposal as proprietary or trade secret is not acceptable and may be deemed non-responsive. Additionally, Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "material" nature or are not specifically permitted to be protected pursuant to §2.2-3700 et seq. This includes pricing information. The County is not obligated to protect any information that is incorrectly labeled as protected under §2.2-3700 et seq. The Offeror shall also provide a redacted copy of its proposal on CD or flash drive to be utilized for purposes of disclosure under FOIA.

12.5 Authority To Bind Firm In Contract

Proposals MUST give full firm name and address of Offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

- If a sole proprietorship, the owner may sign.
- If a general partnership, any general partner may sign.
- If a limited partnership, a general partner must sign.
- If a limited liability company, a “member” may sign or “manager” must sign if so specified by the articles or organization.
- If a regular corporation, the CEO, President or Vice-President must sign.
• Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

12.6 Withdrawal of Proposals
A. All proposals submitted shall be valid for a minimum period of one hundred eighty (180) calendar days following the date established for acceptance.
B. Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.
C. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

12.7 Use of Brand Names
Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer’s reference used in the RFP is descriptive -- NOT restrictive – it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If Offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

12.8 Intentionally left blank.

12.9 Late Proposals
LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror’s return address is shown on the container.

12.10 Rights of County
The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.
12.11 **Prohibition as Subcontractors**
No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

12.12 **Proposed Changes to Scope of Services**
If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

12.13 **Miscellaneous Requirements**
A. The County will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

12.14 **Notice Of Award**
A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

12.15 **Protest**
Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

12.16 **Debarment**
By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal
Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

12.17 Proof Of Authority To Transact Business In Virginia
An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/default.aspx.

12.18 Cooperative Procurement
As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

12.19 W-9 Form Required
Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

12.20 Insurance Coverage
Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

12.21 Legal Action
No Offeror or potential Offeror shall institute any legal action until all statutory requirements have been met.

12.22 Certification by Contractor As To Felony Convictions
No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Offeror/Contractor certifies that neither the offering/contracting official nor any of the Offeror’s/Contractor’s employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.
SECTION 13. APPENDICES

– APPENDIX A - Functional Requirements
– APPENDIX B – Non-Functional Requirements
– APPENDIX C – Business Capability Model
– APPENDIX D – Signature Page
– APPENDIX E – Authority to Transact Business
– APPENDIX F – County Survey
– APPENDIX G – Cooperative Rider
– APPENDIX H – Loudoun County Technical Standards
– APPENDIX I – Key Dates for Loudoun County Operations
– APPENDIX J – Cost Proposal
– APPENDIX K – Change Control